



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 555971 - 0
P.O.Type: STANDARD
Date: 05-MAY-17

Page : 1 of 1

Authorized By: MARTHA F TREVEJO
Phone No: (858) 505-6527

SUPPLIER:

DUNLAP ROOFING COMPANY
8632 CARLTON OAKS DR
SANTEE, CA 92071

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

GENERAL SERVICES
ADMINISTRATION
5560 OVERLAND AVE. STE 410
SAN DIEGO, CA 92123-1204

SHIP TO:

GEN SERV FS MAINTENANCE
5560 OVERLAND AVE STE 410
SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 530. Failure to submit a completed FTB Form 530 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

NOTE TO THE SUPPLIER:

- THIS IS NOT A NOTICE TO PROCEED WITH THE WORK: PLEASE COORDINATE ALL WORK WITH DEPT. POC: CRAIG COOK (760) 535-3349
- PROOF OF INSURANCE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORK.
- START OF WORK: WITHIN 10 WORKING DAYS ARO.
- COMPLETION OF WORK: WITHIN 90 WORKING DAYS ARO
- PREVAILING WAGES APPLY

ORDER ITEMS:

Line: 1

Quantity: 29026	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ 29,026.00
UNSPSC: 721000.0000	Item #:	Taxable: TAX INCLUDED	(including Tax)

Description:

POLINSKY'S GYM ROOF REPAIRS, IN ACCORDANCE WITH COUNTY CONTRACT 555971.

Ship Quantity: 29026
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 29,026.00

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

County of San Diego

Polinsky Children's Center

Statement of Work

The Department of General Services has a requirement to repair the roof on the gymnasium located at the Polinsky Children's Center.

1. Project Requirements:

- Ensure safety is observed at all times.
- Remove all concrete tiles from North end to the South roof hip and set aside to be re-used later.
- Remove existing hip and ridge tile from South end of roof under construction and set aside.
- Erect barriers to discourage incidental or deliberate intrusion by the occupants of the Center.
- Remove all existing deteriorated plywood substrate and haul away to the nearest landfill.
- Remove any remaining 8d galvanized nails or drive flush and level into joists.
- Check existing joists for deterioration and replace or correct as needed.
- Replace detreated substrate with 7/16 OSB plywood sheathing secured to joists with 8d galvanized nails.
- Cover plywood sheathing with 2 layers of thirty (30) pound organic base mechanically fastened.
- Replace all sheet metal roof penetration flashings and cover with an additional aluminum flashing.
- Re-install all tiles in remedial area using 10 d galvanized nails per manufacturer's specifications.
- Re-install hip and ridge tiles on the end of roof contiguous to the South roof per Building Code.
- Clean up all debris related to this project, sweep with magnet for nails and haul to nearest landfill.
- Replace broken and missing tile from surplus tile stored by the County of San Diego.
- County representative shall conduct final inspection for acceptance.
- Work will not commence before 8 AM daily and will culminate by 5 PM each afternoon.
- Prevailing wage shall apply to this project if estimated cost is \$1000 or more.
- Contractor must possess a valid C-39 State Contractors license.

- All vendors must pass a County of San Diego background check and obtain a County ID in order to perform work. Vendor may pay for an authorized County of San Diego security contractor to oversee the work in lieu of background investigation.
- Any electrical work must adhere to NFPA 70E.
- Contractor must be registered with the Department of Industrial Relations (DIR)
- A bond is required for any job totaling over \$25,000
- Vendor must complete a minor labor form and provide a certificate of insurance with the County of San Diego named as additional insured.

2. Contact information.

- For information please contact Craig Cook Building Maintenance Supervisor at (760) 535-3349

DUNLAP ROOFING COMPANY

Contract # 17-0135

8632 Carlton Oaks Dr., Santee CA 92071
PROPERTY IMPROVEMENT AGREEMENT

619.449.9803 Fax: 619.615.2216

State License # 290883

This document consisting of this agreement, plans and specifications, if any, and notice of Cancellation, all attached hereto and made a part hereof, shall constitute the agreement.

OWNER/OWNERS AGENT: County of San Diego Attn: Mr. Craig Cook Date: 02.09.2017

ADDRESS: 5500 Overland Avenue, San Diego CA 92125 Email: craig.cook@sdcounty.ca.gov

PROJECT ADDRESS: Polinsky Children's Center 9400 Ruffin Court, San Diego CA 92123

Project description: Repair one story west roof of the gymnasium at 9400 Ruffin Court;

1. Remove all concrete tile from North end to the South roof hip and set aside to be re-used later.
2. Remove existing hip and ridge tile from South end of roof under construction and set aside.
3. Erect barriers to discourage incidental or deliberate intrusion by the occupants of the center.
4. Remove all existing deteriorated plywood substrate and haul away to the nearest landfill.
5. Remove any remaining 8d galvanized nails or drive flush and level into joists.
6. Check existing joists for deterioration and replace or correct as needed.
7. Replace detreated substrate with 7/16 OSB plywood sheathing secured to joists with 8d galvanized nails.
8. Cover plywood sheathing with 2 layers of thirty (30) pound organic base mechanically fastened.
9. Replace all sheet metal roof penetration flashings and cover with an additional aluminum flashings.
10. Re-install all tile in remedial area using 10d galvanized nails per manufacture's specifications.
11. Re-install hip and ridge tiles on the end of roof contiguous to the south roof per building code.
12. Clean up all debris related to this project, sweep with magnet for nails and haul to nearest landfill.
13. Replace broken and missing tile from surplus tile stored by the County of San Diego.
14. Any considerations not specially mentioned in this proposal will be addressed by an addendum.
15. Work will not commence before 8 AM daily and will culminate by 5 PM each afternoon.
16. Smoking by our employces is expressly prohibited and loud conversation will not be tolerated.
17. This proposal included all fees, taxes, and permits necessary to successfully complete this project.
18. Dunlap Roofing Company will provide certificates of insurance for \$5,000,000.00 general liability.
19. Dunlap Roofing Company will provide certificates of worker's compensation from State Fund.
20. Dunlap Roofing Company agrees to warranty repairs for a period of five (5) years and to respond within 24hours notification of any problem related to these repairs of workmanship.

Contract Price: Twenty Nine Thousand Twenty Six Dollars (\$29,026.00)

Payment schedule: Net 30 Days

Owner/Owner's Agent:

Date: _____

Contractor:

Date: _____

NOTICE OF RESCSSION:

You, the Owner and/or Owners Agent may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Any cancellation must be signed on area indicate below and returned to Contractor prior to midnight of the third business day after the day of this transaction.

Owner/Owners Agent hereby cancels this agreement.

Date: _____



County of San Diego
Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270, San Diego, California 92123-1204



MINOR SERVICES FORM FOR CONSTRUCTION, ALTERATION, MAINTENANCE OR REPAIR

LABOR Contractor proposes to employ only skilled workmen and to abide by all State, County, and City ordinances governing labor, including the 8-hour law, and for violations thereof Contractor agrees to forfeit the sum of \$25.00 for each such violation (LC § 1813).

GUARANTEE Contractor hereby unconditionally guarantees the work under this contract to be in conformance with the contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the project unless a longer guarantee period is stipulated in the contract documents.
Inspection approval and acceptance by: A COUNTY REPRESENTATIVE

INSURANCE Workers' Compensation Insurance Policy (LC § 3700)
Carrier STATE COMPENSATION INS. ^{Fund.} Policy # 9120128-16 Expiration 12-24/2017

PAYMENT BOND: A Payment Bond of 100% of the contract price is required on all projects with total cost over \$25,000 (CC § 9550).

CONTRACTOR'S LICENSE: Contractors are required to be properly licensed in California on the date quote or proposal is submitted. (BPC § 7028.15)

CONTRACTOR'S LICENSE NO.: 290883 **LICENSE CLASSIFICATION:** B-C39-C-33-A3

LICENSE EXPIRATION DATE: 05-31-2017 **DIR REGISTRATION NO.** 1000018865

START: Contractor agrees to start within 14 working days after receipt of order.

COMPLETION: Contractor agrees to complete work within 60 working days after receipt of order.

B. H. Dunlap
AUTHORIZED SIGNATURE

DUNLAP ROOFING COMPANY
CONTRACTOR

Brooks H. Dunlap
PRINTED NAME AND TITLE

OWNER

03-29-2017
DATE

8632 CARLTON OAKS DR, SANTEE, CA 92071
ADDRESS/CITY/STATE/ZIP

brooks@dunlaproofingco.com
EMAIL

619 449 9803
PHONE

888.469.1915
FAX

WARNING: This does not constitute a contract and Contractor is not authorized to start work until Contractor receives a signed Purchase Order or written notice to proceed.

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Section 3700 of the Labor Code provides in part as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees. ..."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

AUTHORIZED SIGNATURE:

B. H. Dunlap

PRINTED NAME AND TITLE:

BROOKS H. DUNLAP owner

CONTRACTOR:

DUNLAP ROOFING CO

ADDRESS:

8632 CARLTON OAKS DRIVE
SANTEE, CA 92071

(In accordance with Article 5, commencing at Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business and the California contractor license number of each Subcontractor whom the Contractor proposes to subcontract portions of the work in excess of one-half of one percent of the total quote or proposal, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Contractor understands that if the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the quote or proposal, the Contractor shall be deemed to have agreed to perform such portion, and that the Contractor shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices act (Section 4100 et seq. of the California Public Contract Code).

The "Business Name and Address", California contractor license number, and "Portion of Work to be Subcontracted" that will be done by each subcontractor are required at time of quote or proposal submittal. The remainder of the information shall be submitted by email to the listed contact for this project within 24 hours of quote or proposal submittal.

If no subcontractors are to be employed on the project, enter the word "NONE".

PORTION OF WORK TO BE SUBCONTRACTED			SUBCONTRACTOR		
Item #	Description of Work	% of Total Contract	Business Name and Address	License #, Classification(s), and Expiration Date	DIR Registration No.
	N/A	N/A	N/A	N/A	N/A

Total Percent SUBCONTRACTED: 0

**DESIGNATION OF SUBCONTRACTORS
DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION**

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
DUNLAP ROOFING CO.	1000018865	brooksb@dunlaproofingco.com
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS <input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input checked="" type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS <input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS <small>(Point of Contact for this Project)</small>
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:		
<input type="checkbox"/> ASBESTOS <input type="checkbox"/> CARPET/LINOLEUM <input type="checkbox"/> ELECTRICIANS <input type="checkbox"/> LABORERS <input type="checkbox"/> PILE DRIVERS <input type="checkbox"/> SHEET METAL <input type="checkbox"/> TILE WORKERS	<input type="checkbox"/> BOILERMAKER <input type="checkbox"/> CEMENT MASONS <input type="checkbox"/> ELEVATOR MECHANIC <input type="checkbox"/> MILLWRIGHTS <input type="checkbox"/> PIPE TRADES <input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> BRICKLAYERS <input type="checkbox"/> DRYWALL FINISHER <input type="checkbox"/> GLAZIERS <input type="checkbox"/> OPERATING ENG <input type="checkbox"/> PLASTERS <input type="checkbox"/> SURVEYORS <input type="checkbox"/> CARPENTERS <input type="checkbox"/> DRYWALL/LATHERS <input type="checkbox"/> IRON WORKERS <input type="checkbox"/> PAINTERS <input type="checkbox"/> ROOFERS <input type="checkbox"/> TEAMSTER

Photocopy this form for additional subcontractors.

County of San Diego
Department of Purchasing and Contracting

MINOR SERVICES FORM FOR CONSTRUCTION, ALTERATION, MAINTENANCE OR REPAIR
TERMS AND CONDITIONS

WAGE RATES

Work to be performed by Contractor in accordance with this Contract may be a "public work" under Labor Code § 1720, et seq. If Contractor will receive federal funds, this Contract may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Contract are paid the correct rate of prevailing wages. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Ave, Suite 270, San Diego, CA 92123-1294, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Contract. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 1) If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 2) Contractor shall maintain and make available payroll and worker records in accordance with Labor Code §§ 1771.4(a)(3), 1776, and 1812;
- 3) If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code § 1777.5;
- 4) Contractor is aware of the limitations imposed on overtime work by Labor Code § 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code § 1813 for failing to pay required overtime wages;

5) Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to i) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; ii) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and iii) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate; and

6) In accordance with 40 USC § 3143, all or part of this Contract may be terminated for failure to pay the required prevailing rate of wages.

INDEMNITY

County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively, County Parties) against, and hold County harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

INSURANCE

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.

B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of

the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Notice of Cancellation shall be provided in accordance with policy provisions.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to

provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.